

SOLICITATION FOR:
EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES
RFP 15-46



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
11/17/2014
DUE BY:
12/3/2014 at 11:00am EST

DELIVER TO:

City of Somerville
Purchasing Department
Attn: Michael Richards
93 Highland Avenue
Somerville, MA 02143

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

RFP 15-46

PROPOSERS CHECKLIST

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.

_____ Cover Letter

_____ Bidder's Checklist

Non-Price Proposal

_____ Quality Requirements/Minimum Selection Criteria

_____ Prevailing Wage Compliance Form

_____ Somerville Living Wage Form

_____ Certificate of Non-Collusion and Tax Compliance

_____ Certificate of Signature Authority

_____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)

_____ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)

_____ Reference Form (or equivalent may be attached)

Price Proposal

_____ Price Summary Page

_____ Acknowledgement of Addenda

_____ Notice to Proposers (from introductory pages of this RFP – to be signed by authorized signatory of bidder and submitted with sealed bid)

NOTICE TO PROPOSERS
RFP 15-46

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed proposals for: Emergency Environmental Remediation Services.
- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **12/3/2014 at 11:00 AM.**
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **11/17/2014**
- SECTION C. Bid envelopes shall be clearly marked as follows: "**Bid No: 15-46**"
- SECTION D. If awarded vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR
EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES
Bid No. RFP 15-46**

Enclosed you will find a request for proposal for: The City of Somerville is soliciting proposals from qualified technical firms having the multi-disciplinary expertise to provide two categories of services: Emergency Response and Immediate Response Action Support Services (ER/IRASS).

Emergency Response Services are to be delivered in any or all City owned property and in any of all of the following service classes:

- Emergency Oil Spill Cleanup and Containment
- Hazardous Materials Emergency Response

Immediate Response Action Support Services are to be provided in some or all of the following service classes:

- Limited IRA Assessment
- Source Area Remediation Services
- Groundwater and Soil Treatment Systems

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete BID must also include a cover letter signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.**
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.

- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **11/17/2014** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original and three (3) copies of the non-price technical proposal marked: "Non-Price Proposal—Emergency Environmental Remediation Services". The second envelope includes one (1) original price proposal marked "Price Proposal— Emergency Environmental Remediation Services". Please send the complete sealed package to the attention of the Michael Richards, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on 12/3/2014.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal.** Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

1.3 Questions

Questions concerning this solicitation must be submitted in writing to: Michael Richards, Procurement Analyst, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 11/25/2014 @ 4:30pm EST.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that

specific solicitation. The web address is:
<http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

1.4 Pre-Proposal Conference / Meeting

Not applicable

1.5 Bidding Schedule

Key dates for this Invitation for Bid:

RFP Issued	11/17/2014
Deadline for Submitting Questions to RFP	11/25/2014 – 4:30pm
Bids Due and Opened	12/3/2014 – 11:00am
Anticipated Contract Award	12/15/2014
Services Commence	12/15/2014
Contract Completion Date	12/14/2015

Responses must be delivered by **12/3/2014 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

2.1 Background

The City of Somerville (“City”) is seeking to procure Environmental Remediation Services, for the Office of Sustainability and Environment (“OSE”), of qualified technical firms having the multi-disciplinary expertise to provide two categories of services: Emergency Response and Immediate Response Action Support Services (ER/IRASS).

Emergency Response Services are to be delivered in any or all city owned property and in any or all of the following service classes:

- o Emergency Oil Spill Cleanup and Containment
- o Hazardous Materials Emergency Response

Emergency Response Services (ER) are Preliminary Response Actions as defined in the Massachusetts Contingency Plan (MCP) to investigate, contain, clean up and remove oil products or hazardous materials which have been released into the environment or for which release is threatened. Firms awarded contracts in this category will be expected to provide services on short notice (two hours or less in most cases). In addition, contractors in this category may also be tasked to perform Operation and Maintenance (O&M) services of limited duration at the location of Emergency Response activities.

Immediate Response Action Support Services are to be provided in some or all of the following service classes:

- o Limited IRA Assessment
- o Source Area Remediation Services
- o Groundwater and Soil Treatment Systems

Immediate Response Action Support Services are those Preliminary Response Actions/Risk Reduction Measures taken over a short term to abate, prevent, or eliminate an imminent hazard due to a release or threatened release of oil or hazardous materials. IRA Support Service actions are not intended to secure a final remedy; they are intended to identify, contain, isolate, remove, or secure a release of oil or hazardous material until such time as conditions at the site can be addressed through further remedial response actions. In addition, contractors in this category may also be tasked to perform Operation and Maintenance (O&M) services at the location of IRASS activities.

The anticipated Contract will be from December 1st, 2014 through November 30, 2015 with two one-year options to renew. This contract will be an on-demand service contract in the event of an emergency.

2.2 Scope of Work

the City seeks a qualified technical firm having the multi-disciplinary expertise to provide the Environmental Remediation services according to the following specifications:

- A. Emergency Response Services**
 - ❖ Oil Spill Cleanup and Containment

❖ **Hazardous Materials Emergency Response**

Definition

Contractors in this service category will be required to provide all emergency services including personnel, equipment, materials, and all other services and facilities to respond to, contain, and clean up sudden spills, releases, or threats of release of oil products or hazardous materials on land or on water. The contractor, at the direction of the Department, shall provide those emergency services at any time and at any specified location within the City of Somerville designated by the contractor in its proposal. The primary services to be provided under this category are the removal, recovery, containment, packaging, transport, storage, or disposal of oil products or hazardous materials to correspond with the classes listed above under this category.

Ancillary services to be provided under this category include but are not limited to:

- The testing and analysis of oil products or hazardous materials and the preservation of such analyses and samples used therein in accordance with chain-of-custody procedures approved by the Department;
- Attendance and presentations at meetings with personnel of the Department; other federal, state, or local government agencies; or with the public; and testimony in administrative and judicial proceedings in matters pertinent to assessment, containment and removal actions in which the Department is a party.

Contractors will be selected for specific emergency response jobs, from the multiple executed contracts that have been awarded.

Response Time

Time is of the essence in the execution of emergency response services and the respondent must demonstrate that it can commence a response action throughout the City of Somerville for which it has applied within two (2) hours of receipt of a mobilization verbal or electronic orders from OSE or designated City official or department. The response action shall not be deemed to commence until all necessary personnel and equipment are at the location and have begun working as determined by the Department's representative, unless the City of Somerville authorizes an earlier commencement based upon an agreed upon sequence of arrival of personnel and equipment.

If a Contractor commits to meeting the response time established by the City in a mobilization order, and fails to do so, the City may impose sanctions, including reducing payment to the Contractor for that day's work by 10% for every half-hour the Contractor is late; or suspension or termination of their contract.

Emergency Response Minimum Requirements

Respondents must be able to demonstrate ownership or control of all necessary emergency response equipment and supplies. The term "control" shall mean that the respondent has immediate access to the equipment at any time. As part of the evaluation process, City of Somerville staff may conduct unannounced site visits to verify equipment and other sources. For the purpose of this procurement, this equipment includes, but is not limited to:

- Booms: Oil and/or chemical containment boom (500')
- Skimmers
- Vacuum Trucks
- Other trucks and vehicles (including small boats)
- Fully equipped response van or trailer

- Recovery tank (skid tank)
- Pumps and recovery systems
- Screening/test kits
- Monitoring Equipment
- Absorbents
- Levels C and B personal protection equipment and supplies
- Level A personal protection equipment (for bidders in hazardous materials class)

Respondents must possess a Massachusetts Hazardous Waste Transporter License.

In some instances, the City may require the services of a Licensed Site Professional (LSP) for work performed under this contract. Respondents must demonstrate the capability to provide this service, either by an LSP on the staff of the respondent or a subcontractor (included in the resumes of Key Personnel), or through a contractual arrangement at the time of submission of this RFP.

Respondents must identify at least one subcontractor for drilling services/equipment and laboratory services if they do not have such capabilities in house.

Specialized Hazardous Materials Emergency Response Services (Optional)

In certain limited circumstances, the City may require additional highly specialized hazardous materials services from firms selected as Emergency Response Contractors. These services are intended to support rather than supplant services provided or available through other state agencies or public entities. Due to the specialized nature of these services, all rates and additional contract terms and conditions will be negotiated at the time of contract award. These services are not required as a condition of being selected as a contractor, but firms that agree to provide any of these services will be expected to commit to providing them when mobilized and to meet the response times and other conditions established in the contract or specified at the time of mobilization. Firms selected as contractors for these services must possess all applicable licenses, permits, certifications, etc. Responders should indicate the services they can provide or make available on the RFP cover sheet.

These contingency services are:

- Asbestos Containment and Removal-Emergency Containment, stabilization, removal, and/or disposal of uncontained asbestos which is exposed or has been dumped or otherwise improperly disposed in the environment.
- Medical/Biological Waste Removal-emergency containment, stabilization, removal, and/or disposal of uncontained medical/biological waste which is contaminated with oil or other hazardous materials or cannot otherwise be handled by medical waste firms under state or local contracts.
- Mass Decontamination Waste Removal-provide waste management and support to City of Somerville Emergency Response Staff for transport and disposal of water or personal protective clothing at the location of a Mass Decontamination Unit (MDU). MDU's are set up as needed outside hospital emergency rooms and/or near chemical, biological, or nuclear incidents. (Responders may elect to provide services for some or all type of incidents, and should so indicate on the cover sheet of the RFP. However, in the instance that contractor assistance is required for these services, the Department will give preference in selection and assignment to the firm(s) providing the broadest range of

services.) Services provided under this category are: 1) storage; transport and disposal of waste water generated by the MDU; 2) storage, transport and disposal of contaminated personal protective equipment used by first responders operating the MDU; and 3) implementation of an identification and tracking system for personal belongings of decontaminated civilians; secure storage, transport, and disposal of contaminated personal belongings.

B. Immediate Response Action Support Services

The IRA Support Services component of this contract is designated to provide services that are complimentary to those provided by other City of Somerville contracts. Contractors selected for this category will provide services that are not necessarily emergency services as defined above, but which may nevertheless be appropriately undertaken under this contract based on Contractor capabilities, applicable State statutes and regulations, and City and State guidelines and policies. These services include certain Immediate Response Actions, Operation and Maintenance activities, and other IRA services, including but not limited to filing of IRA with DEP.

IRA support services contractors will be required to provide all personnel, equipment, materials, utilities, sampling, testing, analysis, supervision, and all other services and facilities of any nature whatsoever necessary as directed by the City of Somerville to implement Immediate Response Actions/Risk Reduction Measures, and to assist the Department in any subsequent cost recovery action brought under Chapter 21E.

The chief distinction between Emergency Response services as defined above and Immediate Response Action Support Services is that the latter category can be planned and scheduled in advance. Contractors providing IRA Support Services may therefore be required to submit Work and or Cost Plans detailing the work to be done, the project schedule, and the allowable level of effort and budget.

Definition

IRA support services are those Preliminary Response Actions/Risk Reduction Measures taken over a short term to abate, prevent, or eliminate an imminent hazard due to a release or threatened release of oil or hazardous materials. IRA Support Services are not intended to be a final remedy; they are intended to contain, isolate, remove, or secure a release of oil or hazardous material until such time as conditions at the site can be addressed through further remedial response actions.

The service classes under this category for which the Department is seeking Contractor assistance include:

- **Limited IRA Assessment**
 1. Soil gas survey
 2. Small diameter driven wells
 3. Monitoring well installation
 4. Miscellaneous assessment and analytical activities
- **Source Area Remediation Services**
 1. Soil removal

2. Tank removal
3. Product Recovery
4. Miscellaneous site activities
- **Groundwater and Soil Treatment Systems (Installation & Maintenance)**
 1. Groundwater recovery & Groundwater treatment systems
 2. Air sparge systems
 3. Soil vapor recovery systems
 4. Dual phase extraction system
- **Other**

Other examples of IRA Support Services under this contract, provided either directly or through a specialized team subcontractor, include;

1. limited assessment activities required to determine the presence and/or extent of an imminent hazard,
2. installation and maintenance of fences or other security measures,
3. installation and maintenance of residential point of entry drinking water treatment systems,
4. installation and maintenance of building sub-slab depressurization treatment systems, landfill monitoring and maintenance.

In some instances, the Department may require the services of a Licensed Site Professional (LSP) for work performed under this contract. Respondents must demonstrate the capability to provide this service, either by an LSP on the staff of the respondent or subcontractor (included in the listing of Key Personnel), or through a contractual arrangement.

Assignment of IRASS Projects/Tasks

Selection of Contractors to perform specific IRASS tasks will be based on a number of factors as detailed below, and taking into account the size and scope of the project. For larger, more complex projects, it is the Department's intention to select Contractors primarily on a cost-competitive basis. Contractors may also be selected on a non-competitive basis based upon previous experience at the site, geographic proximity, or selection from the Emergency Response rotation. Factors to be considered in determining the selection method and/or in selecting the contractor include project cost/scope, previous experience at the site as a result of past emergency response actions, previous experience with similar projects, or possible conflicts of interest at a site. The Department may also limit the field of potential contractors competing for a specific job based on prior contractor performance or contract issues. Contractors providing IRA Support Services may be required to submit Work and/or Cost Plans detailing the work to be done, the project schedule, and the allowable level of effort and budget, and, if so required, no project will proceed without the Department's written approval of the Contractor's Work and/or Cost Plan. The Contractor will be held to its cost estimate and schedule. The Department will only allow changes to the estimate and schedule, through change orders, upon submission of documentation of a change in circumstances at the site. IRASS actions are subject to prior review and approval by City of Somerville staff in accordance with established procedures which are incorporated by reference into this Request for Proposal and contract.

Minimum Requirements

IRA Support Services contractors will be required to provide all personnel, equipment, materials, utilities, sampling, testing, analysis, supervision, and all other services and facilities of any nature whatsoever necessary as directed by the City of Somerville to implement Immediate Response Actions/Risk Reduction Measures, and to assist the City in any subsequent cost recovery action brought under Chapter 21E.

Prospective Contractors in any or all IRASS categories must demonstrate significant experience and competency in performing Immediate Response Actions in accordance with the MCP. Bidders will be required to demonstrate that they have adequate equipment resources and personnel including professional engineers, scientists, licensed tradespersons and field staff, on staff or through subcontracting arrangements, with expertise in project management and work production to provide the highest quality of services in an effective and timely manner.

Qualified and Licensed personnel appropriate to the work type are required where Massachusetts laws and regulations have jurisdiction. Examples include licensed plumber and electricians.

2.3 Statement of Qualifications

Each responder to this RFP must provide a brief narrative describing its qualifications and capabilities in each service category. The introduction section should provide the following organization identification information:

- Full legal name
- Other names under which the responder does business
- Date and type of incorporation

This narrative should also include a discussion of Health and Safety and QA/QC protocols. The narrative should be limited in length; do not include marketing or promotional materials.

Previous Experience/Reference forms should also be included with this section. A minimum of two (2) examples/references must be provided for each of the Emergency Response Classes, and a minimum of three (3) examples for each of the IRA Support Service classes for which the bidder is applying. These examples must be for non-City of Somerville funded jobs/projects done in Massachusetts within the past three (3) years from the due date for proposals. These examples should demonstrate the depth and breadth of the Bidder's expertise. Responders in the IRA Support Services Classes should consider providing more examples in each category if they wish to demonstrate a full range of capabilities in the various sub-categories listed; these examples are not subject to the restrictions above. Bidders are responsible for ensuring that the person, company and telephone number listed on the reference form are current and available for City of Somerville to contact; if not, the reference may not be considered as part of the evaluation process.

For Emergency Response services, this narrative should not exceed eight (8) double-spaced pages, and must include a description of the firm's Standard Operating Procedures and communications capabilities for responding to calls.

For Immediate Response Action Support Services, this narrative should not exceed fifteen (15) double-spaced pages. It should include a description of any additional service capabilities the responder wishes to present. Additionally, this section must describe the capabilities of and

previous experience working with any named subcontractors and how the activities of the prime and subcontractors will be coordinated.

Firms applying for both Emergency Response and Immediate Response Action Support Services should limit the narrative to no more than twenty (20) pages.

All responses in this section must include an organization chart, and brief resumes of those individuals who are being presented as Key Personnel. No more than 20 resumes are to be provided. Previous Experience/Reference forms, organizational charts and resumes are not included in the page limits.

2.4 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form in Section 5.0 and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

2.5 Period of Performance

The anticipated period of performance for this contract is one (1) years beginning on or around December 1st, 2014 and ending on or around November 30th, 2015, with two (2) option years to renew from the date of execution.

2.6 Place of Performance

All services, delivery and other required support shall be conducted at various locations in the City of Somerville as designated by the Department POC. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

2.7 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to remove any vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations/-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

2.8 Vendor Personnel

Work to be performed under this contract for all categories and classes of service will require personnel trained to perform in a minimum of Level C protection. Levels B and A protection may be required as dictated by the requirements of the emergency response, or Site Support Services activity. By submission of a proposal, a respondent acknowledges that minimum requirements for personal protective clothing and Level B and A equipment will be provided so as to be sufficient to meet needs on a case-by-case basis. It is understood that all labor rates under this proposal include the provision of Level C protection.

2.9 Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

2.10 Government Furnished Materials

Not applicable

2.11 Contractor Furnished Materials

For the purpose of this procurement, the necessary equipment includes, but is not limited to:

- Booms: Oil and/or chemical containment boom (500')
- Skimmers
- Vacuum Trucks
- Other trucks and vehicles (including small boats)
- Fully equipped response van or trailer
- Recovery tank (skid tank)
- Pumps and recovery systems
- Screening/test kits
- Monitoring Equipment
- Absorbents
- Levels C and B personal protection equipment and supplies
- Level A personal protection equipment (for bidders in hazardous materials class)

Respondents must possess a Massachusetts Hazardous Waste Transporter License.

SECTION 3.0
RULE FOR AWARD

The contract(s) shall be awarded to the responsible and responsive proposer(s) submitting the most advantageous proposal(s) response, taking into consideration all evaluation criteria as well as price. Multiple contracts may be awarded. The contract(s) will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the selected proposer(s).

**SECTION 4.0
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

Please use the forms immediately following this page for your price submission. All price proposal pages must be in a separate, sealed envelope noting the bid title and number.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

Please acknowledge receipt of any and all Addendums (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

ENVIRONMENTAL REMEDIATION SERVICES
PRICE PROPOSAL PAGE

Labor Rates Table - Emergency Response Services: Specify the team labor rate for straight time and overtime for each of the labor categories listed below. (for Asbestos Containment and Removal, use the Table below.)

[illegible]

Labor Rates Table - Immediate Response Action Support Services: Specify the team labor rate for straight time and overtime for each of the labor categories listed below. It is expected that all scheduled IRA Support Service activities will be performed during straight time hours. Note that labor rates for IRA Support Services may also be incorporated into a lump-sum cost for the entire project which is subject to negotiation between City of Somerville and the Contractor on a case-by-case basis; also, rates for these services may be subject to prevailing wage requirements.

[illegible]

Equipment List and Rates Schedule

Emergency Response and IRA Support Equipment	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
Category of Equipment						
Item Description	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily
A) Generators - Portable						
1. Single Phase						
2. Three Phase						
B) Compressors						
C) Jackhammers with Compressors & Attachments						
D) Pressure Washers (Hotsy) (includes Water & Tank)						
E) Portable Lights						
F) Diaphragm Pumps						
1. 2 inch						
2. 3 inch						
G) Transfer Pump (gas trash pump)						
H) Other						
1						
2						
3						
4						
5						

Equipment List and Rates Schedule

Motor Vehicles and Trucks	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
Category of Equipment	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily
Item Description						
A) Cars/Vans/Pickups						
B) Dump Trucks						
1. 6 Wheel						
2. 10 Wheel						
3. 18 Wheel						
C) Rack Truck						
D) Vacuum Straight Truck						
(includes Driver/Operator)						
1. 500 - 1,500 gal.						
2. 1,501 - 2,999 gal.						
3. 3,000 - 3,999 gal.						
E) Vactors/Super Suckers/Cusco						
(includes Driver/Operator)						
F) Box Trucks (includes Driver/Operator)						
G) Other						
1						
2						
3						
4						
5						

Equipment List and Rates Schedule

Motor Vehicles/Trailers Category of Equipment Item Description	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily
A) Box Trailers (includes Driver/Operator)						
B) Vacuum Trailers (includes Driver/Operator)						
<u>Stainless Steel</u>						
1. 4,000 gal.						
2. 5,000 gal.						
3. 6,000 gal. and up						
<u>Carbon Steel</u>						
1. 4,000 gal.						
2. 5,000 gal.						
3. 6,000 gal. and up						
C) Tank Transporter (includes Driver/Operator)						
D) Flat Bed (low boy) (includes Rig w/Driver)						
E) Frac Tank, 20,000 gallon						
1. single compartment						
2. dual compartment						
F) Other						
1						
2						
3						
4						
5						

Equipment List and Rates Schedule

Beach/Earth Cleaning & Excavation	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
Category of Equipment						
Item Description	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily
A) Bobcats w/attachments (i.e.: Sweeper, loader, post hole digger, backhoe, etc.) (includes Operator)						
B) Backhoes with Operator						
1. 580 CASE or equivalent.						
2. 680 CASE or equivalent.						
C) Bulldozers with Operator						
1. CAT D6 or equivalent.						
2. CAT D7 or equivalent.						
3. CAT D8 or equivalent.						
D) Front End Loaders w/Operator						
E) Excavators with Operator						
F) Roll-off						
1. 2 - 9 cu. Yd.						
2. 10 cu. Yd.						
3. 20 cu. Yd.						
4. 30 cu. Yd.						
5. 40 cu. Yd.						
G) Other						
1						
2						
3						
4						
5						

Note: Equipment Rates Quoted for Items A through E above should include the Price of Equipment Operator

Equipment List and Rates Schedule

Drilling Equipment Category of Equipment Item Description	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily	Make, Model & Capacity	Rate: Daily
A) Drive-and-Wash						
1. Truck Mount Rig						
2. Track/ATV Mount Rig						
3. Other						
B) Hollow-Stem Auger						
1. Truck Mount Rig						
2. Track/ATV Mount Rig						
3. Other						
C) Air-Rotary						
1. Truck Mount Rig						
2. Track/ATV Mount Rig						
3. Other						
D) Reverse-Rotary						
1. Truck Mount Rig						
2. Track/ATV Mount Rig						
3. Other						
E) Direct Push/Hydraulic Punch						
To install Small Diameter driven wells						
F) Soil Gas						
Probe system w/rods & adaptors						
Rotary Hammer						

Note: Equipment Rates Quoted for items A through F above should include the price for Rig, 2-man crew, & Support Vehicles.

Materials Schedule

Materials	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
	Units	Unit Price	Units	Unit Price	Units	Unit Price
A) Sorbents						
Sorbent Pads						
Sorbent Rolls						
Sorbent Pillows						
Sorbent Booms - 5" x 10						
Sorbent Booms - 8" x 10						
B) Clay Absorbents						
C) Encapsulating Co-Polymer (hydrocarbon)						
Powder						
Pillows						
Booms						
Encapsulating Co-Polymer (non - hydrocarbon)						
Powder						
Pillows						
Booms						
D) Drums						
17E - 30 gal.						
17H - 30 gal.						
Poly - 30 gal.						
17E - 55 gal.						
17H - 55 gal.						
Poly - 55 gal.						
Overpack - 55 gal.						
Incinerator Pack - 30 gal.						
Harbor Pack/Flex Bin - 1 cu. Yd.						

Materials Schedule

Materials	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
	Units	Unit Price	Units	Unit Price	Units	Unit Price
A) Carbon						
Vapor Phase						
Liquid Phase						
B) PCB Screening Kit						
a. Solvent based kit						
b. Immunoasy kit						

Disposal Rate Schedule

Emergency Oil Spill Cleanup and Containment	Year 1 12/1/14 - 11/30/15		Opt. Year 2 12/1/15 - 11/30/16		Opt. Year 3 12/1/16 - 11/30/17	
	Rate per	55 Gal. Drum Bulk Rate per Ton or Gal.	Rate per	55 Gal. Drum Bulk Rate per Ton or Gal.	Rate per	55 Gal. Drum Bulk Rate per Ton or Gal.
Petroleum						
A) Gasoline						
Liquid						
Liquid/water mix (5-95% water)						
Solids/Spill Debris						
Semi-Solids						
Soils						
In-State Recycling						
In-State Landfill						
Out-of-State Disposal						
B) #2 Fuel Oil/Diesel						
Liquid						
Liquid/water mix (5-95% water)						
Solids/Spill Debris						
Semi-Solids						
Soils						
In-State Recycling						
In-State Landfill						
Out-of-State Disposal						

Disposal Rate Schedule

Emergency Oil Spill Cleanup and Containment	Year 1 12/1/14 - 11/30/15		Bulk Rate per Ton or Gal.	Opt. Year 2 12/1/15 - 11/30/16		Bulk Rate per Ton or Gal.	Opt. Year 3 12/1/16 - 11/30/17		Bulk Rate per Ton or Gal.
	Rate per	55 Gal. Drum		Rate per	55 Gal. Drum		Rate per	55 Gal. Drum	
Petroleum									
C) #4, #6 Fuel Oil									
Liquid									
Liquid/water mix (5-95% water)									
Solids/Spill Debris									
Semi-Solids									
Soils									
In-State Recycling									
In-State Landfill									
Out-of-State Disposal									
D) Waste Oils									
Liquid									
Liquid/water mix (5-95% water)									
Solids/Spill Debris									
Semi-Solids									
Soils									
Please provide the adjustment factor to price per 55 gal. Drum when disposing of overpacks & harbor packs/flex bins.									
A) Overpacks; x _____ per 55 gal. Drum Rate									
B) Harbor Packs/Flex Bins x _____ per 55 Gal. Drum Rate									

Rates for any hazardous and/or non-hazardous material not included in this rate sheet will require to be notified and approved verbally or otherwise onsite with designated City official at that time.

SECTION 5.0 FORMS

5.1 Required Submissions (included with response)

5.1.1 Proposers Checklist

5.1.2 Quality Requirements Form

5.1.3 Reference Sheet

5.1.4 Non-Collusion & Tax Compliance Form

5.1.5 Certificate of Signature Authority

5.1.6 Somerville Living Wage Ordinance Form

5.1.7 Vendor TIN Certification Form

5.2 Required Submissions (to be provided post award)

5.2.1 Certificate of Good Standing: The **awarded vendor** must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

5.2.2 Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

QUALITY REQUIREMENTS FORM

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items any of the items 1 through 12, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

	QUALITY REQUIREMENTS	YES	NO
1.	<u>Five (5) years or more of experience</u> in providing similar Emergency Remediation Services, to municipalities?		
2.	<u>Emergency Response Services:</u> Your firm has the technical expertise to provide the Emergency Response Services as detailed in the specifications?		
3.	Your firm can commence an Emergency response action, throughout the City of Somerville, within two (2) hours of receipt of a mobilization order from OSE?		
4.	Can you demonstrate ownership and/or control of all necessary emergency response equipment and supplies, as listed in the specifications?		
5.	Do you possess a Massachusetts Hazardous Waste Transporter License? Have you included proof of this license within your proposal documents?		
6.	Does your firm have a Licensed Site Professional, either on staff or under a contractual agreement?		
7.	Have you identified, within your proposal document, if you have drilling services/equipment either in-house or under a contractual agreement?		
8.	<u>Immediate Response Action Support Services:</u> Your firm has the technical expertise to provide the Immediate Response Action Support Services as detailed in the specifications?		
9.	As a prospective vendor, can you demonstrate significant experience and competency in performing Immediate Response Actions in accordance with the MCP?		
10.	Can you demonstrate that you have adequate equipment resources and personnel including professional engineers, scientists, licensed tradespersons and field staff, either on staff or under a contractual agreement?		
11.	Are your personnel trained to perform in a minimum of Level C protection, for all		

	categories and classes of service, for IRASS projects/tasks?		
12	Have you provided a brief narrative describing your qualifications and capabilities in each service category, as required under the statement of qualifications?		
13	Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

In order to provide verification of affirmative responses to the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

Factor 1: Successful provision of contracted ER/IRASS for a municipality or other government entity:

Highly Advantageous	Proposer has successfully provided contracted ER/IRASS, in three or more instances, for a municipality or other government entity within the past five (5) years.
Advantageous	Proposer has successfully provided contracted ER/IRASS, in three instances, for a municipality or other government entity within the past five (5) years.
Not Advantageous	Proposer has successfully provided contracted ER/IRASS, in less than three instances, for a municipality or other government entity, within the past five (5) years.

Factor 2: Positive track record of responding to incidents by providing ER/IRASS

Highly Advantageous	Proposer has shown an exceptional track record of responding to incidents by providing other ER/IRASS
Advantageous	Proposer has shown a good track record of responding to incidents by providing other ER/IRASS.
Not Advantageous	Proposer has shown less than a good track record of responding to incidents by providing other ER/IRASS.

Factor 3: Record of completing projects on budget and on schedule

Highly Advantageous	Proposer has shown an exceptional record of completing projects on budget and on schedule.
Advantageous	Proposer has shown a good record of completing projects on budget and on schedule.
Not Advantageous	Proposer has shown less than a good record of completing projects on budget and on schedule.

Factor 4: Project experience working with local governments and other public agencies

Highly Advantageous	The Vendor's Proposal reflects exceptional project experience working with local governments and other public agencies.
Advantageous	The Vendor's Proposal reflects good project experience working with local governments and other public agencies.
Not Advantageous	The Vendor's Proposal reflects less than good project experience working with local governments and other public agencies.

Factor 5: Demonstrated success in maintaining high quality, efficiently-operated projects

Highly Advantageous	The Vendor's Proposal demonstrates more than acceptable success in maintaining high quality, efficiently-operated projects.
Advantageous	The Vendor's Proposal demonstrates acceptable success in maintaining high quality, efficiently-operated projects.
Not Advantageous	The Vendor's Proposal demonstrates less than acceptable success in maintaining high quality, efficiently-operated projects.

Factor 6: Experience working collaboratively with staff members to address areas of concern and to complete work in a manner that does not effect the normal office environment.

Highly Advantageous	The Vendor's Proposal demonstrates more than acceptable experience working collaboratively with staff members; and to complete work in a manner that does not effect the normal office environment.
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Advantageous	The Vendor's Proposal demonstrates acceptable experience working collaboratively with staff members; and to complete work in a manner that does not effect the normal office environment.
Not Advantageous	The Vendor's Proposal demonstrates less than acceptable experience working collaboratively with staff members; and to complete work in a manner that does not effect the normal office environment.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



Certificate of Authority (Limited Liability Companies Only)

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by **(check one)** a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:____
Contract Number:_____

CITY OF SOMERVILLE

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor:_____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2014** is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov



CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 6.0 INSTRUCTIONS TO OFFEROR

6.1 General Information & Submission Instructions

6.1.1 Bid Delivery

Responses must be delivered by **12/3/2014 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. Three (3) copy of the response should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include a forms listed in the Proposers Checklist

6.1.2 Evaluation Methodology

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

6.2 Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist in the order that they appear.

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's

name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

6.2.1 Cover Letter

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

6.2.2 Qualifications & Experience

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

6.2.3 Quality Requirements Form

The Quality Requirements Form, or set of basic business standards, must be addressed by each offeror and presented within the technical proposal documentation.

6.3 Price Proposal Format

6.3.1 Cover Letter

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

6.3.2 Price Summary Page

The Offeror must complete the price summary page by filling in the hourly wage price grid for the project. The price summary page must be signed by the Offeror, as well as signed acknowledgement of any and all addenda. Failure to sign the price summary page and/or acknowledge all addenda may result in the rejection of the Offeror's proposal as non-responsive.

6.3.3 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

6.3.4 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

6.3.5 Estimated Quantities

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

6.4 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

6.5 Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

6.6 Hours of Operation

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

6.6.1 Holidays

Holidays are as followed:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Bunker Hill Day	Veterans' Day
Presidents' Day	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Thanksgiving Friday
	Christmas Eve (half day)	Christmas Day

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the

City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

6.6.2 Inclement Weather Days

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

6.6.3 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

6.7 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

6.9 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

6.10 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

6.11 Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

6.12 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

6.13 Contract Term Length

The contract will remain in effect for **one (1) year**, from **on /about 12/15/2014 to on/ about 12/14/2015** with two (2) optional years to renew.

6.14 Invoicing

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

6.15 Electronic Funds Transfer (EFT)

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- Contract/Order number.
- Contractor’s name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor’s representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Vendor’s account number.
- Type of account, i.e., checking or saving.

6.16 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor’s failure to comply with the Scope of Work (SOW) provided herein.

6.17 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 11/25/2014 @ 4:30pm**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Written responses will be mailed or faxed to all bidders

on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

SECTION 7.0 GENERAL TERMS & CONDITIONS

7.1 Taxes

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

7.2 Freight on Board (FOB)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

7.3 Unit Price

In case of error in extension of prices quoted herein, the unit price will govern.

7.4 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

7.5 Guarantees

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

7.6 Indemnification

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7.7 Insurance

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations

or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

7.8 Independent Contractor

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

7.9 Complete Agreement

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

7.10 Assignment

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

7.11 Subcontractors

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

7.12 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

7.13 Enforceability

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

7.14 Conflict of Interest

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

7.15 Termination

7.15.1 For Cause

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition

for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

7.15.2 Termination for Convenience

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

7.15.3 Payment by the City

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

7.15.4 Contractor's Duties Upon Termination For Convenience

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

7.16 Discrimination

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

7.17 Withdrawal or Modification of Bid Response

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

7.18 Samples

All qualified proposers may be requested to submit samples.

7.19 Financial and Operational Information

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

7.20 Payment

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

7.21 Extension of Contract

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- a. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

7.22 Laws and Regulations

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

7.23 Sales Tax Exemption

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

APPENDIX A

SAMPLE CONTRACT

CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND
VENDOR NAME

Contract No.:

Contract Amount: \$

P.O. No.:

P.O. Amount: \$

Bid No.:

Contract Period: to

Contract For: Description Of Supplies/Services

Vendor: Vendor Name
Vendor Address
town, state zip
phone

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF SOMERVILLE
AND
vendor name
vendor address
town, state zip
phone**

This Contract made this contract start date day of contract start month, 2009, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and **vendor name** (hereinafter, the "Vendor").

WHEREAS, the City seeks the following supplies/services: insert name of supply/service; (hereinafter, the "supplies/services"); and

WHEREAS, the City has followed an formal sealed bid procedure (IFB or RFP No. RFP or IFB number) to solicit competition pursuant to G.L. c. 30B, §5 for IFB - 6 for RFP, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

WHEREAS, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I. VENDOR'S SERVICES/SUPPLIES

The Vendor shall provide the Services and/or Supplies described in Appendix D, Scope of Services/Specifications, attached and made part hereof.

ARTICLE II. TERM AND/OR DELIVERY

A. Term.

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by insert completion date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

B. Delivery (Applicable to Supplies Only).

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

ARTICLE III. PRICE AND/OR COMPENSATION

A. Price (Applicable To Supplies Only).

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in **Appendix C**, attached and made a part hereto.

B. Payments.

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$_____ for Services rendered and/or Supplies received as specified in **Appendix C**.
2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

C. Invoicing.

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

ARTICLE IV. DEFAULT; TERMINATION; REMEDIES

A. Events of Default.

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or

7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
 - (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
 - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
 - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
 - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
 - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
 - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

B. Termination Upon Default.

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

C. Termination For Convenience.

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

D. Obligations Upon Termination.

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

E. Rights and Remedies.

1. The City shall have the right to:
 - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
 - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
 - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
 - d) pursue remedies under any bond provided; and

- e) pursue such other local, state and federal actions and remedies as may be available to the City.
- 2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
- 3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
- 4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

ARTICLE V. INSURANCE

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix E** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

ARTICLE VI. GENERAL PROVISIONS

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

- J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.
- K. Notice.** The parties shall give notice in writing by one of the following methods:
(i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,
1. To the Vendor at the address set forth herein or the following
Fax Number: vendor's fax
 2. To the City addressed to:
Purchasing Director, Somerville City Hall, 93 Highland Avenue,
Somerville, MA 02143, Fax # 617-625-1344
- with a copy to:
1. City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143;
Fax No. (617) 776-8847.
 2. Department Head, Department, Address, Fax #
- Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.
- L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.
- M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:
- Appendix A – Certificate of Good Standing, Certificate of Authority
 - Appendix B - Notice to Proposers/Copy of Advertisement
 - Appendix C – Price Proposal Page
 - Appendix D – Scope of Services
 - Appendix E – Insurance
 - Appendix F – Somerville Living Wage Form

Appendix G – Additional Terms and Conditions

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: _____, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: _____ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to

contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: # _____ **TIN**. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix D .

ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix F**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

vendor name.

X _____
Signature of Authorized Agent of Vendor

agent name
Printed Name of Authorized Agent of Vendor

agent title
Title of Authorized Agent of Vendor

vendor address
Street Address of Vendor

city, state, zip
City, State and Zip

TIN _____
Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

clerk name
Print or Type Clerk's Name

CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate in Good Standing”**.

If you require information on how to obtain the “Certificate in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

Appendix A

Certificate of Good Standing Certificate of Signature Authority

Appendix B

Notice to Proposer's/ Copy of Advertisements

Appendix C
Price Proposal Pages

Appendix D

Scope of Services/Bid Documents

Appendix E
Insurance Certificate

Appendix F
Somerville Living Wage Form

Appendix G
Additional Terms and Conditions

TERMS AND CONDITIONS

1. **FREIGHT ON BOARD (F.O.B.)**

All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" (Form #2) or any other department location doing business for the City of Somerville in need of such services.

2. **UNIT PRICE**

In case of error in extension of prices quoted herein, the unit price will govern.

3. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.

4. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted.

5. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.

6. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.

7. **PAYMENT**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.

8. **DOCUMENTATION**

Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.

9. **EXTENSION OF CONTRACT**

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.